

DOWNLOADED SOLICITATION From Procurement Notices Website

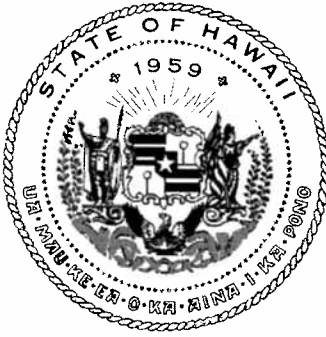
Offeror is advised that if they are interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-Mail to: FAX No.: (808) 587-0080
E-Mail Address: patti.l.edwards@hawaii.gov

Provide the following information:

- | | | |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------|
| - Name of Company | - Mailing Address | - Name of Contact Person |
| - Telephone Number | - Facsimile Number | - E-Mail Address |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class if this is not provided) | |



Department of Land and Natural Resources

LEGAL AD DATE: SEPTEMBER 9, 2009

INVITATION FOR BIDS No. IFB-10-0001-OHMK

SEALED OFFERS FOR FURNISHING HELICOPTER TRANSPORTATION SERVICES FOR OAHU, HAWAII, MAUI AND KAUAI DISTRICTS, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF CONSERVATION AND RESOURCES ENFORCEMENT

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

SEPTEMBER 23, 2009

IN THE DIVISION OF CONSERVATION AND RESOURCES ENFORCEMENT OFFICE,
KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 311, HONOLULU, HAWAII
96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO PATRICIA EDWARDS,
TELEPHONE (808) 587-0076, FACSIMILE (808) 587-0080 OR E-MAIL AT
PATTI.L.EDWARDS@HAWAII.GOV

Laura H. Thielen
Department of Land and Natural Resources

IFB 10-001-OHMK

Name of Company

OFFER FORM

Procurement Officer
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
1151 Punchbowl Street, Room 311
Honolulu, Hawaii 96813

RE: Invitation for Bids No. IFB-10-0001-OHMK: For the Furnishing of Helicopter Transportation Services for Oahu, Hawaii, Maui and Kauai Districts to the State of Hawaii, Department of Land and Natural Resources, Division of Conservation and Resources Enforcement

Dear Sir:

The undersigned has carefully examined, read and understands the Specifications, Special Conditions and General Conditions specified in the Invitation for Bids (IFB) No. IFB-10-0001-OHMK. The State of Hawaii's (State) Agreement for Goods and Services Based Upon Competitive Sealed Bids, AG-003, Rev. 11/15/2005, and General Conditions, AG-008, Rev. 4/15/09, are included by reference and made a part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB-10-0001-OHMK as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any defect in any offer when, in the State's opinion, such rejection or waiver will be in the in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If required, letters from joint contractors, subcontractors, or allied enterprises, if any, stating their commitment to participate in this offer in the role set forth in the offer must be enclosed in the envelope with the offer.
3. If awarded the contract, all services performed will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.
4. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited state contracts.
5. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
6. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

The undersigned represents that he/she/it is a (check one only)

_____ Sole Proprietor

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other: _____

State of Incorporation _____

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Respectfully submitted,

By (Signature) _____ Date

Name and Title (Print)

Exact Legal Name of Offeror (Company)*

Business Address

Business Telephone Number

Business Facsimile Number

*If the Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation on behalf of the corporation of which the contract will be executed:

The following bid is hereby submitted to provide Helicopter Transportation Services, as specified herein, for the Department of Land and Natural Resources (DLNR), Division of Conservation and Resources Enforcement (DOCARE).

Unit price per hour specified below includes the different types of services that will be required under this contract:

- (1) Marijuana Observation/Detection;
- (2) Marijuana Extraction/Eradication;
- (3) Criminal Surveillance/Apprehension; and
- (4) Search and Rescue

ESTIMATED NUMBER OF FLIGHT HOURS FOR EACH ISLAND IS NOT KNOWN.

Item ***Helicopter Services for Job Orders (*missions*) for:**

1. **The District of Oahu**

Unit Price Per Hour \$ _____

2. **The District of Hawaii**

Unit Price Per Hour \$ _____

3. **The District of Maui (includes Maui, Lanai, Molokai, Kahoolawe)**

Unit Price Per Hour \$ _____

4. **The District of Kauai (includes Niihau)**

Unit Price Per Hour \$ _____

***Note:** Bidder does not have to bid on all Items (Districts) to be considered for award. Awards shall be made by individual item numbers based on the Unit Price Per Hour for each District).

Offeror _____
Name of Company

Bidder shall provide the following information (Refer to Specifications and Special Conditions):

1. Type(s) of helicopter(s) to be used:

- a. _____
- b. _____
- c. _____

2. References: (Provide at least three)

- | | <u>Name</u> | <u>Address</u> | <u>Phone No.</u> | <u>Person to Contact</u> |
|----|-------------|----------------|------------------|--------------------------|
| a. | _____ | | | |
| b. | _____ | | | |
| c. | _____ | | | |

3. Offeror's Office location: _____

Contact person: _____
(Name) (Title)

Telephone No.: _____ FAX No.: _____

4. Insurance company: _____

Contact person: _____

5. Copies of the following forms are attached hereto, as required:

- ___ Certificate of Insurance issued by the Contractor's insurance company.
- ___ Approved DOT Form OST F 4507 Registration, Reregistration & Amendments under Part 298 of the Economic Regulation of the Civil Aeronautics Board.
- ___ DOT Form OST 6410.
- ___ FAA Form 8430-21 Rotocraft External-Load Operation Certificate.
- ___ FAA Form 8430-21 Commercial Agricultural Aircraft Operation Certificate.
- ___ FAA Form 8430-18 Air Carrier Operating Certificate.
- ___ FAA Form 8400-8 Operations Specifications with the procedures for transporting Hazardous Materials

Offeror _____
Name of Company

SUMMARY OF ACCIDENTS

In order to be considered for award(s), Offeror must provide the following information. The information furnished below will be used to evaluate and determine the responsibility of the Offeror. The safety of the operation under this contract is critical, and therefore, the Contractor's ability to perform safely is an important factor in making a determination of the bidder responsibility. Failure to submit the required information shall render the bidder's offer non-responsive and shall be sufficient grounds for bid rejection. Bidder is advised that information provided shall be verified. If information is found erroneous or false, bidder's offer shall be considered nonresponsive and cause for bid rejection.

The Average Frequency Rate for On Demand Air Taxi Operations nationwide, as published by the FAA, will be used as one of the standards to evaluate the bidder's ability to operate safely. The number of hours flown by the bidder will be considered in the evaluation of the bidder's accident frequency rate.

Apparent low bidders, having experienced helicopter accidents within the last 36 months prior to the date of bid opening, or if the Procurement Officer determines there are incidents indicating unsafe activity, may be required to furnish a written safety program acceptable to the Procurement Officer before award. The safety program shall outline the action taken, and to be taken, to assure a safe operation. The accepted written safety program will be incorporated into the contract upon award, if any. The safety program, if required by the Procurement Officer, shall be submitted within ten (10) days from date of State's request.

Failure to submit an acceptable program within the time specified by the Procurement Officer will render the bidder nonresponsive and ineligible for contract award. Failure to comply with the program will be material nonperformance of the contract and grounds for termination of the contract for default.

BIDDER SHALL COMPLETE THE FOLLOWING:

1. **Summary:** Provide information for the previous 36 months, or since the time the bidder has been in business if less than 36 months.
 - (a) Total Flight Hours: _____ For Period: _____
 - (b) Total Number of Accidents: (If none, enter NONE.) _____

Offeror _____
Name of Company

SUMMARY OF ACCIDENTS (continued)

2. **Description of Each Accident:** Provide answers to the following for each accident. Use separate sheets if there is more than one accident.

- (a) Accident Date: _____
- (b) Accident Time: _____
- (c) Accident Location: _____
- (d) Aircraft Type/No.: _____
- (e) Result of Accident: __injury __death __damage
- (f) Reported to FAA? __yes __no
- (g) Description of Accident: (Use separate sheet. Include mission, cause, and extent of damage.)
- (h) Describe the effort taken to eliminate the same kind of accident: (Use separate sheet.)

Note: Failure to submit the required information will render your offer non-responsive and your offer will not be considered for award.

Offeror _____
Name of Company

9/19/00

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No: IFB-10-0001-OHMK

Title of IFB: Furnishing Helicopter Transportation Services For Oahu, Hawaii, Maui and Kauai Districts, Department of Land and Natural Resources, Division of Conservation and Resources Enforcement

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

IFB-10-0001-OHMK

Reference: _____
(Contract Number) _____
(IFB/RFP Number)

IFB-10-0001-OHMK

SPECIFICATIONS

SCOPE OF WORK

- (1) **Contract Period:**
Refer to SPECIAL CONDITIONS page SC-2 under TERMS OF CONTRACT
- (2) **Service Required:**
In general, the service required will be of the following types:
 - (a) Aerial marijuana observation/detection
 - (b) Marijuana extraction/eradication
 - (c) Criminal surveillance/apprehension
 - (d) Search and rescue
- (3) **Notification for Required Service:**
The service will be ordered on a "call as needed" basis. Contractor(s) will be notified at least four hours in advance for required service.
- (4) **Hourly Charge for Service Rendered:**
Hourly charge for required service shall commence from each job order's ("mission's") base of operation. The State shall determine each "mission's" base of operation, and shall be responsible to obtain Hobbs meter reading prior to commencement of the "mission's" actual flight time. No additional compensation shall be made for transporting helicopter(s) from Contractor's base of operation to the "mission's" base of operation ("ferrying-in" cost).
- (5) **Days and Time of Operations:**
Usually daylight hours Sunday through Saturday, but may at times extend into the hours of darkness or require 24 hours a day availability.
- (6) **Transport Items:**
 - (a) Federal, state and local law enforcement personnel and any other person designated by the Contract Administrator
 - (b) Tools, equipment, and supplies
 - (c) Herbicides
 - (d) Small arms and ammunition
- (7) **Ordering Services:**
The State DOES NOT GUARANTEE the placement of any orders for service under this contract.

The Contractor shall have 1/2 hour (30 minutes) to confirm back to the State whether or not transportation service ordered can be scheduled.

The helicopter and pilot shall be ready for takeoff on assignments designated by the Contract Administrator within four hours after an order is made.

- (8) **Coordination and Instructions:**
Flight orders shall be given and instructions shall be directed from the Contract Administrator, who will coordinate operations with the pilot. The pilot shall function as the Contractor's superintendent unless otherwise notified in writing by the Contractor.
- (9) **Ordered Availability Period(s):**
Helicopter, support crew and pilot shall be available when ordered by the Contract Administrator. The Contract Administrator must approve the release of the helicopter, support crew and/or pilot at the request of the Contractor after a period of availability has begun.

CONTRACT REQUIREMENTS

Contractor's Responsibilities

Contractor's Responsibilities include, but are not limited to, the following:

- (1) All expenses and fees connected with helicopter operations.
- (2) Necessary arrangements and/or leases for use of airport facilities including but not limited to landing, tiedown, and hangar fees.
- (3) All necessary arrangements and landing permits.
- (4) Any physical loss or damage to the tools, equipment, and supplies during transportation from any cause whatsoever from the time the tools, equipment, and supplies are received until final delivery.

Contractor's Representative

The pilot shall represent the Contractor in all matters except changes in price and time unless the Procurement Officer is notified otherwise, in writing, prior to performance.

Subcontracting

The Contractor shall not subcontract, assign, or transfer any interest in all or any part of the services to be performed under this contract without written approval of the Procurement Officer.

HELICOPTER REQUIREMENTS

Helicopter General

The helicopter(s) shall be Hughes 500, Model D, E, or F, or Notar and shall have a standard airworthiness certificate. The installation of any special equipment specified in this contract must receive the approval of the FAA.

- (1) The helicopter(s) must meet FAA requirements for day and night Instrument Flight Rules (IFR). Also it must be equipped and operated in compliance with the State of Hawaii requirements and FARs 91, 133, 135, and 137.
- (2) The Contractor shall be certified under FAR 14 CFR Part 133, External Load Operations.

Helicopter Equipment

The helicopter shall be configured with the equipment required by FARs and approved for make and model furnished. In addition, the following equipment/capabilities are required:

- (1) GPS (global positioning system), helicopter mounted.
- (2) FLIR (forward-looking infrared device), helicopter mounted may be utilized but is not required.
- (3) Four-passenger seating capacity with certified seat belts: (a) One set of individual lap belts for each occupant, and (b) FAA-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.
- (4) Longline/4-point remote hook capability: 100-foot longline with 1,200-pound lift capacity. Longline must meet the following requirements: (a) Rotations resistant wire rope with swaged fittings rated in accordance with ANSI Standards; and (b) Fabrication and installation methods shall be in accordance with aircraft and ANSI Standards.
- (5) Sling load capability.
- (6) Skid type landing gear.
- (7) A convex mirror for observation of sling loads and landing gear.
- (8) Emergency Locator Transmitter (ELT), meeting either TSO C-91 (ELT/AP) or TSO C-91a (fixed) specifications, shall be installed.
- (9) Above Ground Level and Above Sea Level altimeters.
- (10) Flight meter (Hobbs Model M-1-69 or equal) recording in hours and tenths, and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only.
- (11) Emergency life saving equipment including, but not limited to: life raft, fire extinguisher, life vests, emergency locator and transmitter, survival kit.
- (12) Siren and public address system.
- (13) Herbicide spray equipment approved by the Contract Administrator.

Helicopter Avionics

The following equipment/capabilities are required:

- (1) VHF-FM radio communication system capable of accessing the Division of Conservation and Resources Enforcement's network.
- (2) Intercom system with local communication capability available at all passenger seats.

Helicopter Maintenance

Helicopters shall be operated and maintained in accordance with applicable FARs and the manufacturer's recommendations. Aircraft maintenance records and aircraft history records must be provided upon request.

Other Helicopter Certificates

Helicopter transportation service requires Contractor's helicopter(s) to carry all classes, including hazardous materials. In addition, the FAA must approve the carrier to transport hazardous material. A copy of the Air Carrier Operations Certificate (FAA Form 8430-18) **and the Operations Specifications with the procedures for transporting Hazardous Materials approved by FAA** must be submitted with bid. Should the Contractor surrender his/her certificate or should FAA suspend or revoke his/her certificate, this contract shall become null and void effective with the date of the loss of such certificate, without payment of any indemnity.

CONTRACTOR PERSONNEL

Pilot Requirements/Qualification

- (1) Each pilot shall display upon demand:
 - (a) Commercial or airline Transport Pilot Certificate with appropriate rating (Rotocraft-Helicopter) and a valid Class I or Class II FAA medical certificate.
 - (b) Written evidence of qualification to transport external loads.
 - (c) Written evidence of passing an FAA annual flight check as required by FAR, Part 135, in the helicopter make and model furnished.
- (2) Pilot must speak English fluently.
- (3) Pilot shall have accumulated, as Pilot-in-Command, the minimum of 5,000 hours of helicopter flight time, 1000 hours of helicopter longline and extraction flight time, and 100 hours of helicopter rappel flight experience.
- (4) Pilot shall display evidence of experience in using all equipment specifically identified herein. Pilot may be required to demonstrate proficiency with the equipment during a DCE/SP evaluation.
- (5) Pilot shall be familiar with air currents and have geographical knowledge of islands, to include landing zones, power lines, communication towers, etc.
- (6) Pilot authority and responsibility.
 - (a) The pilot is responsible for operating the aircraft within its limits, responsible for safety of the aircraft, its occupants, and cargo and shall comply with the directions of the Contract Administrator, except when his/her judgment dictates such compliance to be a violation of applicable Federal or State regulations or contracting provisions.
 - (b) The pilot shall not permit any passenger to ride in the helicopter or any cargo to be loaded therein unless authorized by the Contract Administrator.

- (7) The pilot shall be required to submit to drug testing at his/her own expense, with the results to be made available upon request.
- (8) All pilots and contractor's employees shall be subject to background checks. The State shall have sufficient cause to terminate an award/contract if a pilot and/or contractor's employee has a background record, which would lead the State to believe a mission may be compromised. The State shall have the sole determination on this matter and its decision shall be final.

ADDITIONAL CONTRACTOR REQUIREMENTS

Helicopter Mechanic

The Contractor shall have ready access to a licensed helicopter mechanic and shall have immediate access to helicopter parts inventory to eliminate down time.

Fueling Requirements

The Contractor must provide personnel and fuel tanker for onsite refueling during operations requiring helicopter services.

Safety and Accident Prevention

Safety of ground and flight operations is paramount when conducted in the performance of this contract. The Contractor shall advise the Procurement Officer of any incidents and accidents occurring within any company operations, whether under this contract or not, during the contract period.

Following the occurrence of any incident or accident, the Procurement Officer will evaluate such incident and accident for cause. If the evaluation determines that the cause is based on violation or noncompliance with FARs applicable to the Contractor's operations, company policy, procedures, practices or programs that contribute to safety of operations or negligence on the part of the company officers or employees, the occurrence of the incident or accident may constitute default in the performance of the contract. A finding of default under the above-cited conditions shall entitle the Procurement Officer to exercise the right to terminate the contract.

The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When, in the sole judgment of the Procurement Officer, the programs will not adequately promote the safety of operations, the State may terminate the contract for default.

Operation Requirements

Due to the highly sensitive nature of this type of operation, it is essential that the Contractor have a complete awareness and understanding of the need for confidentiality.

If, in the judgment of the Procurement Officer, any incident arises that jeopardizes the integrity of an operation, due to indiscretion on the Contractor's part, the State may terminate the contract for default.

ADDITIONAL REQUIREMENTS

A. Proficiency Testing

Prior to award and upon the request of the State of Hawaii, Department of Land and Natural Resources, Division of Conservation and Resources Enforcement (DLNR/DOCARE), the contractor's pilot(s) and helicopters shall be required to submit to a proficiency test relating to helicopter operations involving, but not limited to, long line rappelling, insertion and extraction of rappellers, sling loading and precision long line stabilizing work administered by the Domestic Cannabis Eradication/Suppression Program (DCE/SP) task force helicopter committee. Any determination or decision by the DCE/SP helicopter committee shall be final. Said proficiency testing shall be done at the contractors's expense, utilizing their own helicopter and personnel. The potential contractor shall assume and accept all liabilities resulting in injuries and damages during testing, and shall indemnify and hold the DLNR/DOCARE harmless from all and any claims, demands, suits, liabilities and cases of action, of any nature and designation resulting from said appraisal and evaluation testing specified herein.

The DCE/SP proficiency testing shall be scheduled and coordinated by the respective District Managers of DLNR/DOCARE. The DCE/SP shall make reasonable efforts to have the proficiency testing conducted on the island where the contractor is located. However, if this is not possible, the contractor is responsible for any and all expenses necessary to have the proficiency testing completed at a location determined by the DCE/SP helicopter committee.

The proficiency testing shall include but not be limited to the following:

1. The actual rappelling of at least one (1) DOCARE rappeller into an area from a hovering helicopter and then the extraction out of the area by the use of the STABO (short term airborne operations) technique.
2. Emergency landing techniques
3. Long line insertion and extraction
4. Helicopter maneuvering while long-lining a rappeller into a confined area.
5. Compliance with minimum specifications as described herein with regard to the contractor, aircraft and pilot(s).

New pilots/equipment that are acquired and utilized by the contractor for the DCE/SP program during the term of this contract shall be tested prior to being utilized and shall conform to the requirements of this contract.

- B. The contractor and pilot(s) shall be recognized as participants of the DCE/SP Program, including the helicopter committee, Drug Enforcement Agency (DEA) Air Wing Division and other State, County and Federal agencies that are participants and members of the Hawaii DCE/SP program.
- C. The DLNR/DOCARE Enforcement Chief or designee shall have the authority to determine if the bidder/contractor is qualified to provide helicopter services to the State of Hawaii, DLNR/DOCARE.

SPECIAL CONDITIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The Chairperson for the Department of Land and Natural Resources or designee.
DLNR	=	The State Department of Land and Natural Resources
DOCARE	=	The State Division of Conservation and Resources Enforcement
State	=	The State of Hawaii.
Contract Administrator	=	The DOCARE District Managers of each Island District or their duly appointed representatives
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other legal entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 issued by the State Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax
DCE/SP Task Force	=	Domestic Cannabis Eradication/Suppression Program. A task force made up of federal, state and local law enforcement agencies that coordinate plans and operations to suppress the cultivation of marijuana in potential growing areas.
FAA	=	Federal Aviation Administration.
FAR	=	Federal Aviation Regulation.

SCOPE

The furnishing of all necessary labor, material, equipment, personnel, licenses, permits and supervision to satisfactorily perform helicopter transportation services for the Oahu, Hawaii, Maui and Kauai Districts of the DOCARE, DLNR, shall be in strict compliance with all Federal, State and County regulations governing helicopter transportation services, operation in the State of Hawaii and in accordance with these Special Conditions, the attached Specifications, and the GC, included by reference and available upon request at the DOCARE Office, Kalanimoku Building, 1151 Punchbowl Street, Room 311, Honolulu, Hawaii 96813.

AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the person listed on the front cover of the IFB (Patricia Edwards) by 4:00 p.m., HST, September 16, 2009. Only those written inquiries received by this deadline shall be responded to. An addendum shall be issued to those Offerors known to have received a copy of the IFB listing the questions and responses. The State's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

CONTRACT ADMINISTRATOR

For the purpose of this contract, the DOCARE District Managers for each island district or their duly appointed representative(s), are designated the Contract Administrator. Flight orders shall be made and instructions given by the Contract Administrator, who will coordinate ALL operations with the pilot. The names and telephone number for each island district's Contract Administrator are as follows:

DOCARE, Oahu District	-	Oahu District Manager, (808) 453-6780
DOCARE, Hawaii District	-	Hawaii District Manager, (808) 974-6209
DOCARE, Maui District	-	Maui District Manager, (808) 873-3990
DOCARE, Kauai District	-	Kauai District Manager, (808) 274-3521

TERM OF CONTRACT

The Contractor shall enter into a contract for furnishing helicopter transportation services for a twelve-month period commencing upon the official commencement date specified on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than two (2) additional consecutive twelve (12) month periods, or parts thereof, without the necessity of re-bidding, upon mutual agreement in writing prior to expiration, provided the contract price remains the same or as may be otherwise allowed by the State.

Upon extension of contract, Contractor shall be required to execute a supplement agreement to the contract. The Contractor or the State may terminate the contract during any extended contract period upon sixty (60) days prior written notice.

STATE'S COMMITMENT

In return for prices submitted, the DLNR-DOCARE, shall order their helicopter services from the successful low bidder(s) as specified herein.

It is provided, however, when the type of services required by the agency are not available from the successful low bidder(s), an exception to this commitment may be granted to the agency by the Contract Administrator upon consultation with the Procurement Officer.

BIDDER QUALIFICATION

In addition to meeting the legal and other requirements of this IFB, the bidder must meet these requirements to be considered for award.

1. Bidder shall hold a valid FAA Air Carrier Operating Certificate (FAA Form 8430-18) with Operations Specifications (FAA Form 8400-8) authorizing helicopter use as described herein.
2. Bidder shall provide whatever necessary documents and certificates required for determining his/her technical ability to perform the services specified herein. See SPECIFICATIONS for required certificates, licenses, documents, etc. to perform services as specified.
3. Bidder shall have an office located in the State of Hawaii where he/she carries on his/her business and where he/she will be accessible to telephone calls for complaints or requests that need immediate attention. The State reserves the right to inspect bidders' facilities to determine acceptability under these requirements.
4. Bidder must pass the performance evaluation specified in the attached SPECIFICATIONS. The **Helicopter Practical Proficiency Evaluation**, EXHIBIT A, developed by the State of Hawaii, Joint DCE/SP Task Force and included with this IFB, shall be the basis for this performance evaluation.

The bidder and/or its operator(s) may be required to furnish evidence that the types and/or quantities of helicopter and helicopter equipment are available and properly maintained, and are able to perform as required herein.

Failure on the part of bidder to meet any of these requirements shall be sufficient cause for rejection of bid. In addition, bidder's offer may also be rejected if any required information provided by bidder is found erroneous or false upon verification by the State.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS as required by the Procurement Officer:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

COMPETENCY OF OFFEROR

Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods

or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation. Offeror shall furnish hourly bid prices for any helicopter service(s) being offered. Unit hourly bid prices shall be the all inclusive price to provide the services specified herein and include, but not be limited to, "ferrying-in" cost, fuel cost, equipment, personnel, all applicable taxes; and all other expenses required to provide the required service as specified herein. Accordingly, hourly bid prices shall be the all inclusive cost to the State, and no other charges will be honored.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Offeror shall provide insurance information as requested on the appropriate Offer Form page.

References. Offeror shall list on the appropriate Offer Form page at least three references for whom he has performed subject service and who can, if necessary, attest to the Offeror's performance. The State reserves the right to contact any listed reference without notice to the Offeror.

Local Office/Representative. Offerors shall provide, on the appropriate Offer Form page, information regarding local office and/or responsible individual to be contacted on matters concerning helicopter services being provided.

Wage certificate. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS.

Offer Guaranty. A bid security deposit is not required for this bid.

Miscellaneous Information. The bidder must submit the following information in the spaces provided on the Offer Form.

1. Type(s) of helicopter(s) to be used in providing the required services
2. Copies of certificates, licenses, forms, etc. listed on Offer Form page OF-3.
3. Summary of Accidents in accordance with instructions on Offer Form page OF-4 and OF-5.

SUBMISSION OF OFFER

Offers shall be received and time-stamped at the DOCARE Office, Kalanimoku Building, 1151 Punchbowl Street, Room 311, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. The DOCARE time-stamp clock shall evidence timely receipt of offers. Offers received or time stamped after the deadline shall be returned unopened and shall not be considered for award.

If the Offeror chooses not to hand deliver its offer and utilizes another delivery method (i.e. United States Postal Service (USPS), Federal Express, etc.) please be aware that they may not deliver directly to Room 311. This may cause a delay in receipt by the DOCARE Office and the offer may be received after the deadline, resulting in automatic rejection.

AWARD OF CONTRACT

Method of Award. Awards, if any, shall be made on an individual item number basis. A maximum of six (6) awards, if any, to responsive, responsible bidders, shall be made for each item number pursuant to Section 3-122-145, Hawaii Administrative Rules (HAR). Therefore, each island district shall have its own list of Contractors.

For each item number (District), one award shall be designated as the Primary Contractor that shall be the responsive, responsible bidder submitting the lowest unit bid price per hour. This Contractor shall be considered as the Primary Contractor that the DOCARE shall call first to place all orders with for a job order (mission) on that island district.

A second award for each item number may be made to the responsive, responsible bidder submitting the second lowest unit bid price per hour. This Contractor shall be contacted by the DOCARE if the Primary Contractor is unable to provide any part of the required helicopter service, or if the job order (mission) in that island district requires more helicopter service than the Primary Contractor can provide.

A third award for each item number may be made to the responsive, responsible bidder submitting the third lowest unit bid price per hour. This Contractor shall be contacted by the DOCARE if the Primary and second awarded Contractors are unable to provide any part of the required helicopter service, or if the job order (mission) in that island district requires more helicopter service than the Primary and second awarded Contractors can provide.

The award process shall continue as above until either all responsive, responsible bidders have been awarded contracts, or the maximum number of awards per item number has been made, whichever occurs first.

During the term of the contract, the State will not be obligated to any Contractor receiving award other than to the Primary Contractor who submitted the lowest unit bid price per hour for each item number. The State, however, reserves the right to contact subsequent awarded Contractor(s) when at the time of ordering helicopter services for a mission, the Primary Contractor does not have the necessary equipment or personnel required to meet the demands of the mission; or when in the best interest of the State, it is determined that personnel safety and/or mission success may be compromised. The State shall be the sole determinant in such instances and its decision shall be final.

Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-310(c), HRS. If compliance documents have not been submitted to the DOCARE prior to award, the lowest responsive offeror shall produce documents within the deadline set by the Procurement Officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, all awarded Offerors shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DOCARE.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DOCARE. However, the tax clearance certificate shall be submitted to the DOCARE.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, all awarded Offerors shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DOCARE. A photocopy of the certificate is acceptable to the DOCARE.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DOCARE.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DOCARE. However, the certificate shall be submitted to the DOCARE.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. All awarded Offerors shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DOCARE. A photocopy of the certificate is acceptable to the DOCARE.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.hawaii.gov/spo. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu. Alternately, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the DOCARE as soon as possible. If a valid certificate is not submitted on a timely basis as required by the Procurement Officer for award of a contract, an offer otherwise responsive and responsible may not receive the award.

TIE BIDS

Low tie bids for any position (i.e., Primary, secondary, tertiary, etc, position) which are identical in price and meet all the requirements of the solicitation will be resolved in the following manner. Orders will be placed with tie bid contractors on a rotation basis for these tied positions. Rotation method will be determined by Department of Land and Natural Resources.

ACCEPTANCE OF OFFER

Acceptance of Offer, if any, shall be made within sixty (60) calendar days or as may be mutually agreed upon between the Offeror and the State after the opening of Offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) calendar day period or as may be otherwise mutually agreed upon between the Offeror and the State.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, the Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as otherwise may be allowed by the Procurement Officer. The DLNR-DOCARE shall issue purchase orders when helicopter services are required. **NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

If the option(s) to extend for any twelve-month period is mutually agreed upon, Contractors shall be required to execute a supplement agreement to the contract. Contractors will continue to receive purchase orders from the DOCARE during any extended additional 12-month periods.

The Contractors or the State may terminate the contract during any extended 12-month period upon sixty (60) days prior written notice.

NOTICE TO PROCEED

Work shall commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the official commencement date.

NON-PERFORMANCE

The Contractor shall notify the Contract Administrator of any variance during a "mission's" planned schedule of operations. Failure to notify the Contract Administrator of any such variance, may result in penalty assessments of up to \$50.00 per variance, or depending on the severity of the variance provide cause for contract termination.

Except for weather or other causes beyond the control of the Contractor, the minimum level of acceptable performance is 100%.

REMOVAL OR REASSIGNMENT OF CONTRACTOR'S EMPLOYEES

Contractor agrees to immediately remove or reassign any of its employees from services rendered and to be rendered to the State upon request by the Contracting Officer. The Contracting Officer may require the Contractor to immediately suspend any pilot who flies recklessly, does ineffective work, exhibits fatigue or conduct detrimental to the purpose for which contracted as may be solely determined by the Contracting Officer.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

Coverage	Limits
Commercial General Liability (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage.
Aviation Aircraft Liability (occurrence form)	\$5,000,000 combined single limit per occurrence for bodily injury and property damage.

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Conservation and Resources Enforcement, 1151 Punchbowl Street, Room 311, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

PERMITS, LICENSES, AND TAXES

The Contractor shall be responsible to provide and obtain all permits and licenses, during the original or any extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract as provided for herein.

COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS, POLICIES AND PROCEDURES

The Contractor shall at all times observe and comply with the laws, ordinances, rules and regulations, policies and procedures that in any manner apply to or affect the conduct of work hereunder, shall indemnify and save harmless the State and its representatives against any claim arising from the violation of any such law, ordinance, rules and regulations, policies and procedures by the Contractor, its employees and agents.

AUTHORITY OF THE STATE

The State shall decide all questions which may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any term, condition or provision herein, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, as to road condition or additional reason to service, and as to any other matter which may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

SUBCONTRACTORS

The Contractor shall not delegate any duties required in this contract to any subcontractor, unless the Procurement Officer has given prior written approval.

INVOICING

The Contractor shall be compensated for the actual helicopter time-in-service, which is defined as flight time in accordance with FAR, and not engine run time. The times are to be reported to the nearest tenth of an hour. The invoice shall reference the contract number and shall contain flight times in number of hours with flight dates, and destinations.

The Contractor shall submit invoice on a monthly basis. The invoice shall consist of an original and three copies, and reflect the contracted price per hour, and mailed to the following address:

Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
1151 Punchbowl Street, Rm. 311
Honolulu, HI 96813

Invoice should reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.hawaii.gov/spo. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services and Construction – Chapter 103D, HRS, menu. Alternately, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Paragraph 9 of the GC. It is mutually understood and agreed by and between the parties to the contract that time is of the essence and that in cases of failure on the part of the Contractor to complete the services specified herein even for a single day, the State will be damaged thereby; and, the amount of said damages being difficult of definite ascertainment and proof, it is agreed that the Contractor shall pay to the State as liquidated damages, and not by way of penalty, the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per scheduled calendar day for each and every violation by the Contractor in failing to perform in whole or in part any of its obligations hereunder, which liquidated damages may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and GC as specified herein, in addition to the recourse or remedies provided by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl Street, Room 311, Honolulu, Hawaii 96813.

CONFIDENTIALITY OF MATERIAL

All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-30, HAR. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

DCE/SP
STATE MARIJUANA TASK FORCE
PROFICIENCY EVALUATION GUIDELINES

Exhibit A

TABLE OF CONTENTS

Terms and Definitions	3
Helicopter Pilot Qualifications	4
Aircraft and Equipment Minimum Specifications	5
Requirements and References	6
Considerations	7
Helicopter Practical Proficiency Evaluation	8
Figure 1(a)	10
Figure 1 (b)	11
Figure 1 (c)	12

TERMS AND DEFINITIONS

<u>DCE/SP TASK FORCE</u>	Domestic Cannabis Eradication/Suppression Program. A task force consisting of law enforcement support groups from different agencies that will have overall jurisdiction of all helicopters utilized in the State of Hawaii for marijuana eradication.
<u>CHAIRPERSON</u>	Selected by the DCE/SP Coordinator to facilitate and review all hiring of private helicopter contractors for DCE/SP through the committee.
<u>COMMITTEE</u>	Select members of the DCE/SP Task Force representing their respective departments with delegated authority to review all helicopter contractor hiring by the task force members for marijuana eradication.
<u>PILOT/CONTRACTOR</u>	Individual or private helicopter operator that is contracted by the DCE/SP Task Force
<u>HPPE</u>	Helicopter Practical Proficiency Evaluation
<u>FORM B-1</u>	Evaluation form for Helicopter Practical Proficiency Evaluation.
<u>AIRCRAFT MECHANIC</u>	Certified aircraft mechanic able to conduct visual inspection of helicopter during missions.
<u>STABO</u>	Man on line attached to helicopter; inserted and extracted.
<u>SLING LOAD</u>	Cargo load on line attached to helicopter
<u>SPRAY METHOD</u>	Spot spray applicator of herbicide
<u>FUEL TRUCK DRIVER</u>	To provide fuel for aircraft during missions.
<u>RAPPELLING</u>	To descend from helicopter utilizing double ropes.
<u>OAS</u>	United States Department of Interior, Office of Aircraft Services
<u>EPIRB</u>	Emergency Positioning Indicating Radio Beacon

HELICOPTER PILOT QUALIFICATIONS

Helicopter pilot qualification and minimum requirements shall be as follows:

- a. All pilots shall provide a commercial rotor craft license specified under the FAA (Federal Aviation Administration) guidelines.
- b. Pilots shall have a minimum of 5,000 hours of helicopter flying time and a minimum of 1,000 hours of sling load, 50 hours of rappelling experience. All records shall be made available upon requests for verification.
- c. Pilots will be required to submit to drug testing at the pilot's or vendor expense on a regular basis, with the results to be provided to the contractor.
- d. All aircraft must be fully insured for aircraft liability with minimum limits of \$5,000,000.00.
- e. Pilots shall be subject to a proficiency test, specifically relating to the helicopter operation, including but not limited to long-line rappelling, insertion and extraction of rappellers, sling loading, precision long line stabilizing work, and long line spray work.
- f. Maintenance and repair records of all helicopters contracted shall be provided upon request.
- g. Provide, upon request, the accident record, if any, of all contracted helicopters and pilots.
- h. All pilots shall possess a part 133-Longline, 135-Air Taxi, 137-Agricultural endorsement/certification for the purpose of aerial spraying and long line/sling load operation.
- i. Pilots contracted shall be familiar with air currents and have geographical knowledge of islands, to include landing zones, power lines, communications towers, etc.

AIRCRAFT AND EQUIPMENT MINIMUM SPECIFICATIONS

Aircraft and equipment minimum specifications shall be as follows:

- a. Helicopter shall be Hughes 500 D, E, or F model or Notor, set up with high skids for rappelling and spraying. Maximum lift capacity shall be no less than 1200 pounds, maximum rotor diameter of 28 feet.
- b. All helicopters are to be equipped with a communication system equivalent to the contracting law enforcement agency (flight helmet, portable and mobile radio, etc.) GPS tracking system, radar altimeter, a 2 pin 15 amp Cannon Plug rustically to be mounted on lower bulkhead behind pilot seat, a siren/public address system, two-way communication capable of transmitting from observer's seat. All safety and personal protective equipment to include portable, waterproof ECT, flares, signaling mirrors and light, EPERB, etc.
- c. All aircraft contracted shall be OAS certified.
- d. Fuel truck with capacity to service helicopter for at least 8 hours of flying time.

REQUIREMENTS AND REFERENCES

- a. Upon request the history of helicopter contracted shall be made available to include service records, its age, serial number, and last major inspection.
- b. Provide listing of clients for whom helicopter services have been provided to include at least 3 references in the State of Hawaii. Included shall be the name, address and telephone number of client and the name of the principal contact person.
- c. Provide a driver for fuel truck and have an aircraft mechanic present during mission for inspection of aircraft if pilot is unable to do so.
- d. Upon request during mission be available to perform any emergency tasks should they arise.
- e. Have available pilot and equipment to provide services on short notice, and maintaining confidentiality of mission to be performed.
- f. All required certifications and licenses shall be kept current.
- g. Pilot proficiency evaluation utilizing (Form B-1) will be required on all new pilots to be considered. An annual evaluation will be applicable to all pilots contracted unless waived by the DCE/SP committee or contractor. Pilots' proficiency evaluation may be requested at anytime should the committee or contractor warrant it.
- h. All employees will be subject to background checks and shall release any records upon request.
- i. Suspicion of criminal activities and or arrest is grounds for disqualification by the contracting agency. Disclosure of past criminal arrest and convictions shall be revealed to the contracting agency. Failure to do so can result in disqualification. Contracting agency is the final deciding authority.

CONSIDERATIONS

- a. Pilot attitude, the ability to follow directions and understand the importance of the mission.
- b. The Committee reserves the right to disqualify at any time contractors for discrepancies of any agency policies or procedures while on DCE/SP missions.
- c. This committee also reserves the right to recommend to the committee chair a right to review on a case-by-case basis the disqualification or rehiring of any helicopter contractor.
- d. It shall be the responsibility of the contracted pilot or company to notify the DCE/SP Committee Chairperson of any safety reprimand or infractions levied on them.

STATE OF HAWAII
JOINT DCE/SP TASK FORCE HAWAII
HELICOPTER PRACTICAL PROFICIENCY EVALUATION

Applicant:

Company:

Date/time:

Location:

Weather conditions:

1. 55-gallon drum maneuvers:

- a. Pilot must fly into a designated area and stabilize the drum suspended by a 100-foot line within a 3 feet triangle for a period of 2 minutes. (Illustration 1a)

Comments:

- b. Pilot must fly into a designated area and stabilize the drum suspended by a 100-foot line within a 3 feet triangle for a period of 3 minutes then extract the drum without contact of the surrounding obstacles. Contact will be grounds for elimination. (Illustration 1b)

Comments:

- c. Demonstrate with a 40-pound weight suspended from a 100-foot line the ability to stabilize weight over each of 3 objects set at points of a triangle 3 feet apart. (Illustration 1c)

Comments:

- d. Demonstrate the emergency egress of the aircraft as well as the proficiency of the shutdown maneuver. Example: main power shut off, electrical shut off, fuel shut off.

Comments:

2. CHECK RIDE WITH DCE/SP COMMITTEE MEMBER TO INCLUDE DEA PILOT

- a. Ability to follow instructions.

Comments:

- b. Flying and spotting techniques.

Comments:

- c. Long-line, sling load, spraying techniques.

Comments:

- d. Rappelling, insertion and stabilizing techniques.

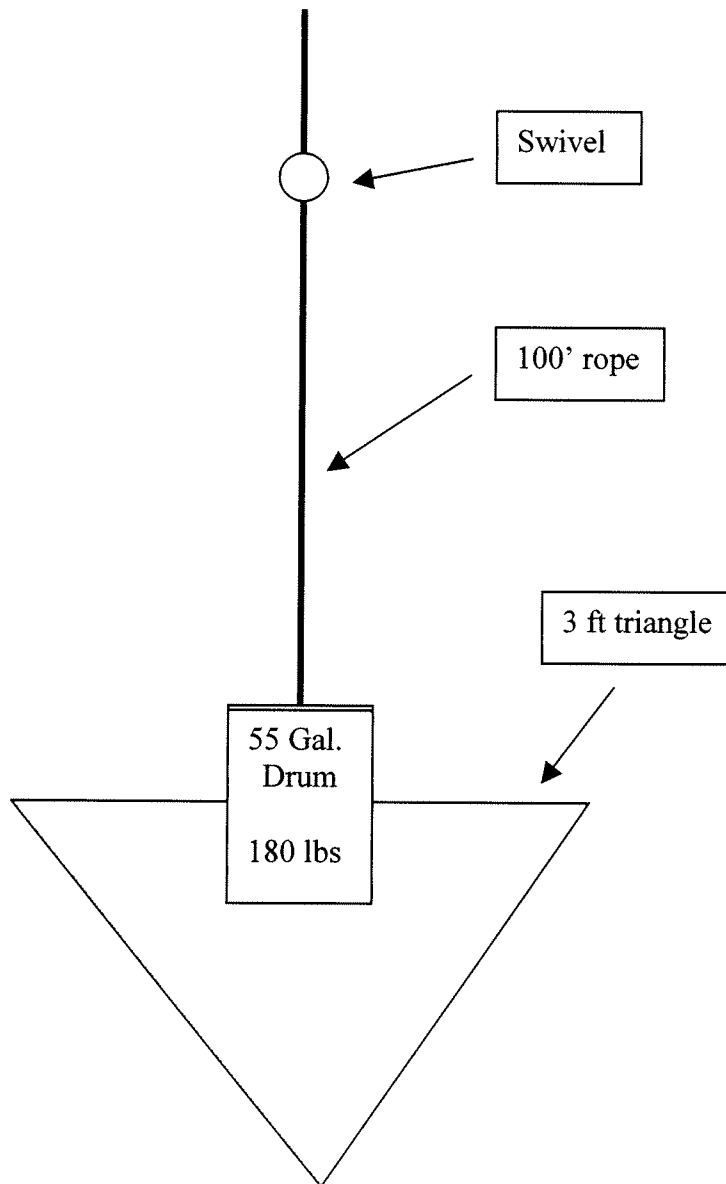
Comments:

Circle: Pass / Fail

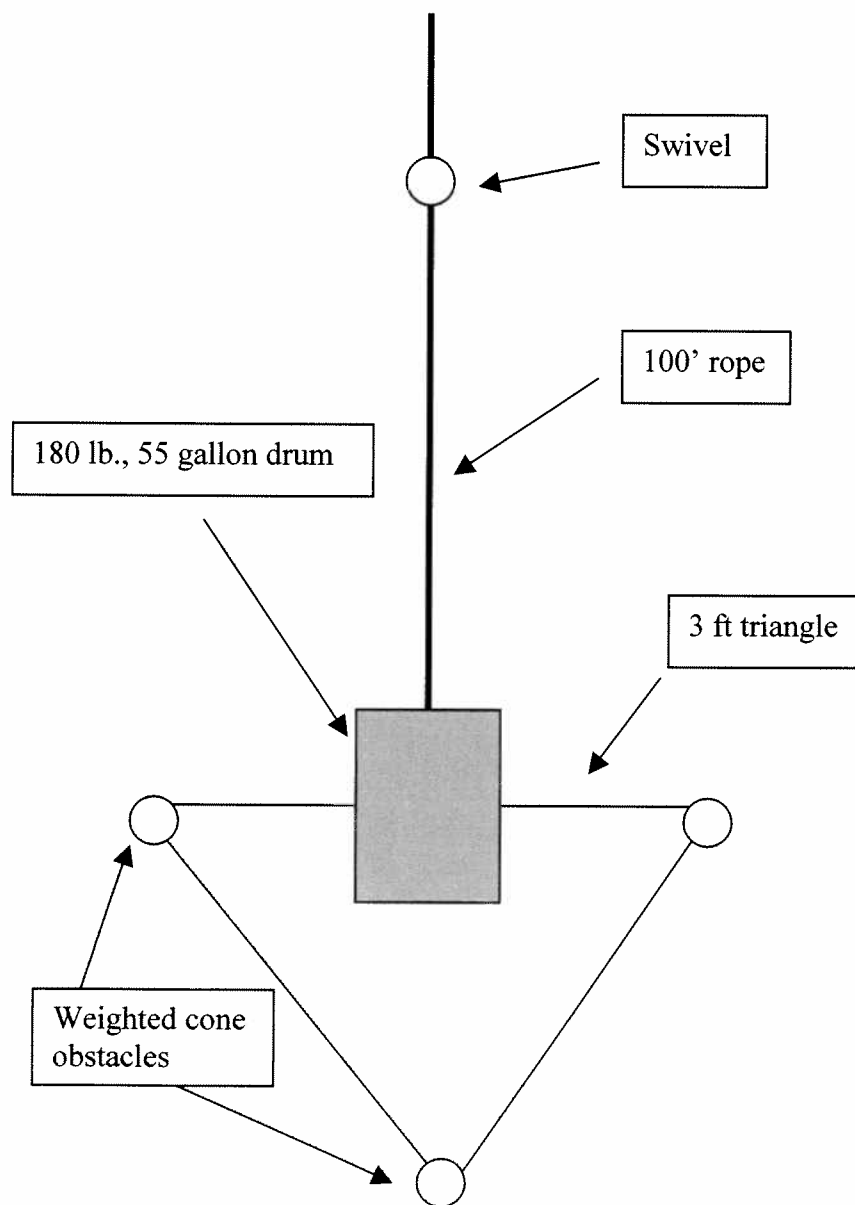
Evaluator (Committee member): _____ Date/Time _____

Pilot: _____ Date/Time: _____

Helicopter Practical Proficiency Evaluation
Illustration 1a



Helicopter Practical Proficiency Evaluation
Illustration 1b



Helicopter Practical Proficiency Evaluation
Illustration 1c

